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| AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT | | | | 1. Contract ID Code Time-and-Materiels | | Page 1 Of 4 | |
| 2. Amendment/Modification No. P00014 | | 3. Effective Date 2003DEC16 | | 4. Requisition/Purchase Req No. SEE SCHEDULE | | 5. Project No. (If applicable) | |
| 6. Issued By TACOM WARREN BLDG 231 AMSTA-AQ-ATAA JOE TARNOWIECKI (586)574-8505 WARREN, MICHIGAN 48397-5000 HTTP://CONTRACTING.TACOM.ARMY.MIL EMAIL: TARNOWIJ@TACOM.ARMY.MIL | | Code W56HZV | | 7. Administered By (If other than Item 6) DCMA BALTIMORE 217 EAST RED WOOD ST SUITE 1800 BALTIMORE, MD 21202-5299 | | Code S2101A | |
| | | | | SCD A PAS NONE ADP PT HQ0338 | | | |
| 8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code) DUCOM INC 850 SLIGO AVE STE 700 SILVER SPRING, MD. 20910-4786 TYPE BUSINESS: Small Disadvantaged Business Performing in U.S. | | | | <input type="checkbox"/> <input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/> | | 9A. Amendment Of Solicitation No. 9B. Dated (See Item 11) 10A. Modification Of Contract/Order No. DAAE07-98-D-T065 10B. Dated (See Item 13) 1998SEP04 | |
| Code 0MXH1 | | Facility Code | | | | | |
| 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS | | | | | | | |
| <input type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendments: (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified. | | | | | | | |
| 12. Accounting And Appropriation Data (If required) NO CHANGE TO OBLIGATION DATA | | | | | | | |
| 13. THIS ITEM ONLY APPLIES TO MODIFICATIONS OF CONTRACTS/ORDERS It Modifies The Contract/Order No. As Described In Item 14. | | | | | | | |
| KIND MOD CODE: 7 | | | | | | | |
| <input type="checkbox"/> A. This Change Order is Issued Pursuant To: The Changes Set Forth In Item 14 Are Made In The Contract/Order No. In Item 10A. | | | | | | | |
| <input checked="" type="checkbox"/> B. The Above Numbered Contract/Order Is Modified To Reflect The Administrative Changes (such as changes in paying office, appropriation data, etc.) Set Forth In Item 14, Pursuant To The Authority of FAR 43.103(b). | | | | | | | |
| <input type="checkbox"/> C. This Supplemental Agreement Is Entered Into Pursuant To Authority Of: | | | | | | | |
| <input type="checkbox"/> D. Other (Specify type of modification and authority) | | | | | | | |
| E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the Issuing Office. | | | | | | | |
| 14. Description Of Amendment/Modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) SEE SECOND PAGE FOR DESCRIPTION | | | | | | | |
| Contract Expiration Date: 2008SEP08 | | | | | | | |
| Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect. | | | | | | | |
| 15A. Name And Title Of Signer (Type or print) | | | | 16A. Name And Title Of Contracting Officer (Type or print) MARY L. MCCULLOUGH MCCULLOM@TACOM.ARMY.MIL (586)574-5268 | | | |
| 15B. Contractor/Offeror (Signature of person authorized to sign) | | 15C. Date Signed | | 16B. United States Of America By _____ /SIGNED/ (Signature of Contracting Officer) | | 16C. Date Signed 2003DEC16 | |
| NSN 7540-01-152-8070 PREVIOUS EDITIONS UNUSABLE | | | | 30-105-02 | | STANDARD FORM 30 (REV. 10-83) Prescribed by GSA FAR (48 CFR) 53.243 | |

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SECTION A - SUPPLEMENTAL INFORMATION

The purpose of this modification is to delete and add clauses to the contract. To that end the following changes are made:

The following clause is added to the contract:

Contractor Accompanying the Force AFARS 5152.225-74-9000

The following clause is removed from the contract:

Contractor Deployment on Military Operations AFARS 5152.217-7031

All other terms and conditions remain unchanged.

*** END OF NARRATIVE A 014 ***

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Name of Offeror or Contractor: DUCOM INC

SECTION H - SPECIAL CONTRACT REQUIREMENTS

| <u>Status</u> | <u>Regulatory Cite</u> | <u>Title</u> | <u>Date</u> |
|---|------------------------|------------------------------------|-------------|
| H-1 ADDED | 5152.225-74-9000 | CONTRACTORS ACCOMPANYING THE FORCE | NOV/2003 |
| (a) General. | | | |
| (1) Performance of this contract may require deployment of Contractor Personnel in support of military operations. The Contractor acknowledges that such operations are inherently dangerous and accepts the risks associated with contract performance in this environment. | | | |
| (2) For purposes of this clause, the term ``Contractor Personnel'' refers to the Contractor's officers and employees. Unless otherwise specified (e.g., subparagraph (b) of this clause), this term does not include personnel who permanently reside in the country where contract performance will take place. | | | |
| (3) The Contractor shall ensure that Contractor Personnel working in an area of operations (AO, as defined in the Joint Publication 1-02, ``DOD Dictionary of [[Page 6674]] Military and Associated Terms'') are familiar and comply with applicable: | | | |
| (i) Military Service and Department of Defense regulations, directives, instructions, general orders, policies, and procedures, in particular Army Regulation 715-9 and Field Manual 3- 100.21; | | | |
| (ii) U.S., host country, local, and international laws and regulations; and | | | |
| (iii) treaties and international agreements (e.g., Status of Forces Agreements, Host Nation Support Agreements, and Defense Technical Agreements) relating to safety, health, force protection, and operations under this contract. | | | |
| (4) The Contractor shall ensure that this clause is included in all subcontracts. | | | |
| (b) Compliance with Combatant Command Orders. The Contractor shall ensure that Contractor Personnel, regardless of residency status, working in the AO comply with all orders, directives, and instructions of the combatant command relating to non-interference in military operations, force protection, health, and safety. The Combatant Commander or his subordinate commanders, in conjunction with the Contracting Officer or the Contracting Officer's Representative, may direct the Contractor, at the Contractor's own expense, to replace and, where applicable, repatriate any Contractor personnel who fail to comply with this provision. Such action may be taken at the Government's discretion without prejudice to its rights under any other provision of this contract, including the Termination for Default clause. | | | |
| (c) Contractor Personnel Administration. | | | |
| (1) In order to maintain accountability of all deployed personnel in the AO, the Contractor shall follow instructions issued by the Army Materiel Command's Logistics Support Element (AMC LSE) or other Contracting Officer's designated representative to provide, and keep current, requested data on Contractor Personnel for entry into military personnel database systems. | | | |
| (2) The Contractor shall coordinate with the AMC LSE or other Contracting Officer's designated representative for logistics support, as follows: (i) Upon initial entry into the AO; (ii) upon initiation of contract performance; (iii) upon relocation of contract operations within the AO; and (iv) upon exiting the AO. | | | |
| (3) Before deployment, the Contractor shall ensure that: | | | |
| (i) All Contractor Personnel complete two DD Forms 93, Record of Emergency Data Card. One copy of the completed form shall be returned to the Government official specified by the Contracting Officer's designated representative; the other shall be hand-carried by the individual employee to the AO. | | | |
| (ii) All required security and background checks are completed. | | | |
| (iii) All medical screening and requirements are met. | | | |
| (4) The Contractor shall ensure that Contractor Personnel have completed all pre-deployment requirements specified by the Contracting Officer's designated representative (including processing through the designated Continental United States (CONUS) Replacement Center unless another deployment processing method is specifically authorized), and the Contractor shall notify the Contracting Officer's designated representative that these actions have been accomplished. | | | |
| (5) The Contractor shall have a plan for timely replacement of employees who are no longer available for deployment for any reason, including mobilization as members of the Reserve, injury, or death. | | | |
| (d) Clothing and Equipment Issue. | | | |
| (1) To help distinguish them from combatants, Contractor Personnel shall not wear military clothing unless specifically authorized by a written Department of Army waiver. Contractor Personnel may wear specific items of clothing and equipment required for safety and security such as ballistic or NBC (Nuclear, Biological, Chemical) protective clothing. The CONUS Replacement Center or the combatant command may provide to the Contractor Personnel military unique Organizational Clothing and Individual Equipment (OCIE) to ensure security and safety. | | | |
| (2) All issued OCIE shall be considered Government Furnished Property, and will be treated in accordance with Government Furnished Property clauses included elsewhere in this contract. | | | |
| (e) Weapons and Training. | | | |
| (1) Contractor Personnel may not possess privately owned firearms in the AO. The combatant command may issue weapons and ammunition to Contractor Personnel, with the employee's company's consent as well as the individual employees' consent, and may require weapons and other pre-deployment training. | | | |
| (2) The Contractor shall ensure that Contractor Personnel follow all instructions by the combatant command, as well as applicable Military Service and DoD regulations, regarding possession, use, safety, and accountability of weapons and ammunition. | | | |
| (3) All issued weapons, ammunition, and accessories (e.g., holsters) shall be considered Government Furnished Property. Upon redeployment or notification by the combatant command, the Contractor shall ensure that all Government issued weapons and unused ammunition are returned to the point of issue using a method that complies with Military Service regulations for issue and turn- in of firearms. | | | |

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(f) Vehicle and Equipment Operation.

(1) The Contractor shall ensure that Contractor Personnel possess the required licenses to operate all vehicles or equipment necessary to perform the contract in the AO.

(2) Contractor-owned or leased motor vehicles or equipment shall meet all requirements established by the combatant command and shall be maintained in a safe operating condition.

(g) Passports, Visas and Customs. The Contractor is responsible for obtaining all passports, visas, and other documents necessary for Contractor Personnel to enter and exit any AO.

(h) Purchasing Limited Resources. When the Combatant Command establishes a Commander-in-Chief Logistics Procurement Support Board (CLPSB), Joint Acquisition Review Board, or similar purchase review committee, the contractor will be required to coordinate local purchases of goods and services designated as limited, in accordance with instructions provided by the Administrative Contracting Officer or the Contracting Officer's designated representative.

(End of Clause)